

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re: Clifton & Rita McFarland,

Debtor(s).

Chapter: 13
Case Number: 12-61906
Judge: Rhodes

**STIPULATION FOR ENTRY OF ORDER ALLOWING DEBTOR TO OBTAIN CREDIT
FOR MOTOR VEHICLE AND MODIFYING DEBTORS' CHAPTER 13 PLAN**

Debtors Clifton and Rita McFarland, by and through their Counsel, The Hilla Law Firm, PLLC, and the Chapter 13 Trustee, Krispen S. Carroll, hereby stipulate to entry of the attached Order allowing Debtor to Obtain Credit for Motor Vehicle.

WHEREFORE, Debtor and the Chapter 13 Trustee move the Court for entry of the attached Order and further relief as this Court may deem justified.

Date: October 31, 2013

OFFICE OF THE CHAPTER 13
STANDING TRUSTEE - DETROIT
Krispen S. Carroll, Chapter 13 Standing
Trustee

/s/ [Signature]
KRISPEN S. CARROLL (P49817)
MARGARET CONTI SCHMIDT (P42945)
MARIA GOTSIS (P67107)
719 Griswold Street
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THE HILLA LAW FIRM, PLLC

/s/ John M. Hilla
JOHN M. HILLA (P69128)
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EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re: Clifton & Rita McFarland,

Debtor(s).

Chapter: 13
Case Number: 12-61906
Judge: Rhodes

**STIPULATED ORDER ALLOWING DEBTOR(S) TO OBTAIN CREDIT FOR MOTOR
VEHICLE AND MODIFYING DEBTORS' CHAPTER 13 PLAN**

The above-captioned Debtor(s) and Krispen S. Carroll, Standing Chapter 13 Trustee, hereby stipulate and agree to the entry of an Order Allowing Debtor(s) to Obtain Credit.

IT IS HEREBY ORDERED that the specific terms and conditions of this transaction, as agreed, are as follows:

1. Debtor(s) shall make direct payments to the lender or its assigns.
2. No notice is required as this Order does not adversely impact upon the Plan or Creditors.
3. Court approval shall be valid for thirty (30) days after entry.
4. Debtor(s) shall be solely responsible for insuring this vehicle and complying with all laws for same.
5. In all other respects, the Order Confirming Plan, as last modified, shall remain in full force and effect.
6. The specific terms of the financing are:

VEHICLE DESCRIPTION			
Year: 2014	Make: Buick	Model: Verano	New or Used? <input checked="" type="checkbox"/> New <input type="checkbox"/> Used
			Lease or Purchase? <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Purchase

FINANCIAL INFORMATION		
Monthly payment: \$ 298.00	Total Amount Financed: \$ 11,622.00	Interest rate: <u>NA</u> %
Length of the loan or lease: <u>39</u> months	Amount of Debtor's down payment: \$ 1000.00	

Financing Company: Ally Financial
Debtor's source of down payment: Debtors' savings.

CURRENT/PREVIOUS VEHICLE
Disposition of old automobile: Debtor's prior lease expiring, required to be turned in to Lessor on 11/21/2013.
Reason for replacement: Prior lease expiration.

If the debtor is trading in a vehicle as part of this transaction: N/A

DESCRIPTION OF VEHICLE BEING TRADED:			
Make:	Model:	Year:	VIN:
Is the Vehicle being traded subject to a Lien or remaining balance on an existing lease? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes:			
Name of Lienholder/Lessor:			
Will the existing Lien/lease be paid off as part of this transaction? <input type="checkbox"/> Yes <input type="checkbox"/> No			

8. Upon closing of the transaction, Debtor shall provide to the Trustee a copy of the completed Purchase or Lease Agreement and a copy of the RD-108 Application for Certificate of Title.
9. Debtor's Plan shall be modified to increase Debtors' monthly payment to \$870.00 per month beginning 12/1/2013 for the remaining term of Debtors' Chapter 13 Plan.

Art Moran

29300 Telegraph Road • Southfield, MI 48034 • (248) 353-9000

☐ PURCHASE ORDER ☐ LEASE ORDER

☒ CAR ☐ TRUCK ☒ NEW ☐ USED ☐ DEMO

ADDITIONAL TERMS AND CONDITIONS

The Order on the reverse side hereof includes the following terms and conditions

1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the term "Manufacturer" means the company that manufactured the Vehicle or chassis. The Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally certain contractual relationships between Dealer and Manufacturer regarding new vehicles.
2. **PRICE CHANGES:** Manufacturer has reserved the right to change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles of the series and body type hereby ordered is changed by Manufacturer prior to delivery of the Vehicle ordered by Buyer, Dealer reserves the right to change the local delivered price of the Vehicle to Buyer or the lease terms accordingly. If such total delivered price or lease term is increased by Dealer, Buyer may, if dissatisfied, cancel this Order. In that event, if a Vehicle has been traded to as a part of the consideration for the new Vehicle, it shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any) or, if the trade-in Vehicle has been previously sold by Dealer, the amount received from the sale, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in Vehicle for sale will be returned to Buyer.
3. **TRADE-IN APPRAISAL:** If a Vehicle to be traded in as a part of the down payment for the Vehicle ordered by buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle, the trade-in Vehicle will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in Vehicle. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle ordered and the surrender of the trade-in Vehicle to Dealer.
4. **EVIDENCE OF TITLE FOR TRADE-IN:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any Vehicle traded in as a part of the down payment for the Vehicle ordered. Buyer warrants and represents any trade-in Vehicle to be Buyer's property free and clear of all ties and encumbrances, except as otherwise noted on the front of this Order. Buyer warrants and represents that the Vehicle was not in a prior accident or had not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle. The Buyer further warrants and represents that the odometer of the Vehicle traded in as part of the Vehicle Order was not altered or tampered with prior to its transfer to the Dealer.
5. **BUYER DEFAULT:** Unless this Order is canceled by Buyer in accordance with the provisions of Paragraphs 2 or 3 above, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle ordered and to comply with the terms of the Order, to retain, as liquidated damages, any cash deposit made by Buyer and, in the event a vehicle has been traded in as a part of the down payment for the Vehicle ordered to sell such trade-in vehicle and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Buyer.
6. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of my new Vehicle, chassis, accessory or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory or part covered by this Order, either before or after delivery to Buyer.
7. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle, loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle.
8. **TAXES:** The Total Taxable Price for the Vehicle ordered does not include sales, use, excise or other taxes (Federal, State or Local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.
9. **INSURANCE UNAVAILABILITY:** If a charge for either credit life or accident and health insurance is included in any installment sales contract signed by the parties in conjunction with this Order, and, if such insurance is either wholly or partially unavailable to Buyer, the charge or applicable portion for such wholly or partially unavailable insurance will be deducted from the Total Time Balance and credited to Buyer. However, such whole or partial unavailability will not affect the rest of this Order, and this Order and any installment sales contract or lease executed in conjunction with this Order shall remain in full force and effect.
10. **WARRANTY DISCLAIMER:**
 - A. **IN THE EVENT THE VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON THE VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF THE VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.**
 - B. **UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD OR LEASED "AS IS", AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
 - C. **IN THE EVENT THE VEHICLE IS A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.**
11. **DAMAGE DISCLOSURE:**
 - A. **NEW VEHICLE DEMONSTRATOR EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE:** Damage to a new vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. This Dealer follows the Michigan law which sets forth the following damage disclosure for a new motor vehicle, demonstrator, executives or Manufacturer's vehicle or program vehicle:

Any damage which Dealer has corrected by replacing fenders, wheels, bumpers, audio equipment or in-dash components with the original Manufacturer's parts and material will not be disclosed. All other repairs made after delivery by the Manufacturer of the Vehicle, known by the Dealer which exceed in the aggregate five percent (5%) of the Manufacturer's Suggested Retail Price of the Vehicle (as measured by a claim reimbursement, if any, made by the Dealer to the Manufacturer for repairs) will be disclosed to Buyer. Further, any damage or repair of Seven Hundred Fifty (\$750.00) Dollars or more in surface coating repairs or corrosion protection restoration, or the combination thereof, will be disclosed to the Buyer.
 - B. **USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body bumping and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer, Dealer makes no representations as to former damage, if any. The Dealer also makes no representations as to whether the Vehicle was in a prior accident.
12. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle sold or leased is believed by Dealer to be the actual mileage of the Vehicle unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect.
13. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase or lease of the Vehicle, a new Order shall be completed by Dealer and Buyer covering the Vehicle received and the new Order will take the place of this Order and this Order will be null and void.
14. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign all documents required by the applicable laws, rules and regulations.